

Michael O. Leavitt Governor

Robert L. Morgan Executive Director Lowell P. Braxton Division Director 1594 West North Temple, Suite 1210 PO Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5340 telephone (801) 359-3940 fax (801) 538-7223 TTY

www.nr.utah.gov

August 13, 2002

TO:

Lowell P. Braxton, Director

THRU:

Mary Ann Wright, Associate Director

THRU:

Wayne Hedberg, Permit Supervisor

FROM:

Lynn Kunzler, Senior Reclamation Specialist

RE:

Request for Approval of Form and Amount of Transitional Reclamation Surety, Gold Star

Stone, Lone Pine Mine, M/003/050, Box Elder County, Utah

On June 21, 2000, it was discovered that this operation had exceeded the five-acre limit for a small mining operation. A Notice of Non-compliance was issued which required the operator to either immediately reclaim a portion of his operations (to less than five acres), or to permit the operation as a large mining operation. The Division received the Notice of Intention for a large mining operation on March 9, 2001. After much correspondence back and forth, the review was finalized and notice of tentative approval was published on February 21, 2002.

On July 19, 2002, the Division Staff held a conference call with the operator. It was brought to the Division's attention that Gold Star Stone has not been able to acquire the requisite reclamation surety for this site. The operator proposed to begin immediate reclamation of a major portion of the operations, and post a \$10,000.00 Certificate of Deposit as transitional reclamation surety to continue operations on approximately five acres of the current disturbance. On August 6, 2002, the Division inspected the site with the operator and outlined the five-acre area to which the operations will be allowed to continue. Reclamation requirements for the East and North pits were also discussed. The operator plans to have the reclamation work on these areas completed by October 10, 2002.

With completion of the reclamation, the operator will revise his mining operations to include only the South pit. It was estimated that the operation will be 6-7 acres after the reclamation is completed. This \$10,000 transitional surety may have to be adjusted to cover reclamation costs of the revised plan. A final reclamation contract would also be provided at that time.

The operator has provided the Division with a Certificate of Deposit # \_\_\_\_\_ issued by D.L. Evans Bank in the amount of \$10,000 as transitional surety until the LMO is finalized. D.L. Evans Bank has provided us with a copy of the CD, the CD cover letter signed by both the operator and the bank, a bank signature card and a document required by the bank to open an account. As directed by the bank, as soon as we sign the enclosed documents and return them, they will forward us the original CD. A transitional Reclamation Contract is forthcoming from the operator, which can later be attached to the original CD when it comes in.



Page 2 Memo to Director M/003/050 August 13, 2002

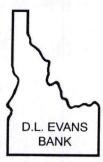
If you are in agreement with the acceptance of the transitional reclamation surety please sign and date the documents as marked by the D.L. Evans Bank. Thank you for your consideration of this request. We will then forward the documents to the bank and they, in turn, will send us the original Certificate of Deposit for our files.

A gree per alul 8-16-02.

jb

Enclosure: CD documents

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# D.L. EVANS BANK Your Hometown Community Bank

Attention: Diane Barger, Loan Officer.

Re: Reclamation Surety, Certificate of Deposit of Lone Pine Mine Site, M/003/050, Box Elder County, Utah. Certificate of Deposit no. Principal Amount \$10,000.00.

This letter describes the mutually agreed upon instructions of the below signed parties to D.L. Evans Bank, regarding the control, redemption, and release of Bank's above described certificate of deposit (CD), which is being used as a surety to guarantee the availability of reclamation funds for the Lone Pine Mine Site, Box Elder County, Utah (Mine Site). It is the intention of the parties that the CD be utilized as surety to guarantee that \$10,000.00 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining (Division) upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the mine site in compliance with state law and regulations (Title 40-8-14 (7), and Rules R647-4-114 & R647-5-101).

## Ownership and Renewal:

Ownership of the CD is retained by Gold Star Stone, Inc. an Idaho Corporation, ("Owners"), but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in this agreement. The CD shall automatically renew indefinitely until either redeemed or released by the Director of the Division.

## **Redemption:**

The CD may only be redeemed (i.e. called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of the Director, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil, Gas and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners' control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD.

### Release:

The bank shall release the CD only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owners, or their legal successor-in-interest.

#### **Accrued Interest:**

Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner(s) may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$10,000.00. All tax liabilities for accrued interest shall remain the responsibility of the Owners.

Bank will not be held liable for any dispute between the parties.

Agreed Upon By:

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Lowell P Braxton, Director

Utah Division of Oil, Gas & Mining

Moll Star Stone, Inc.

By Barry Petersen, President

Tax ID Number:

Date: 8-5-02

Date: 8-5-02

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BURLEY, ID 83318 (208) 678-6000 **OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE** ☐ INDIVIDUAL JOINT - WITH SURVIVORSHIP (and not as tenants in common or community property)
JOINT - NO SURVIVORSHIP (as tenants in common) COMMUNITY PROPERTY ACCOUNT ☐ TRUST - SEPARATE AGREEMENT: REVOCABLE TRUST OR PAY-ON-DEATH **DESIGNATION AS DEFINED IN THIS AGREEMENT** Name and Address of Beneficiaries: **OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE** ☐ SOLE PROPRIETORSHIP CORPORATION: TOR PROFIT ☐ NOT FOR PROFIT PARTNERSHIP COUNTY & STATE OF ORGANIZATION: AUTHORIZATION DATED: DATE OPENED July 15, 2002 BY Jana Taylor INITIAL DEPOSIT \$ 10,000.00 ☐ CASH ☐ CHECK 【X TRANSFER HOME TELEPHONE # \_ BUSINESS PHONE # DRIVER'S LICENSE # \_\_\_\_\_ E-MAIL EMPLOYER \_ MOTHER'S MAIDEN NAME Name and address of someone who will always know your location: **BACKUP WITHHOLDING CERTIFICATIONS** TIN: TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. **EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations. SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien). (Date)

D. L. EVANS BANK 2281 Overland Ave.

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withdraw any principal from this account before the maturity date (or on less than	We will charge the penalty first against the interest remaining in the account at the time of the withdrawal, and any excess will be deducted from the amount you withdraw.  CALCULATION: Fixed Rate Time Deposits: For a time deposit which earns a fixed rate during the entire term, we will use the nominal (simple interest) rate in effect to calculate the amount of the applicable penalty.  Variable Rate Time Deposits: For a time deposit which earns a rate that may vary from time to time during the term, we will calculate the amount of the applicable penalty by using:  the average of the simple interest rates paid on the account from the date of deposit (or last renewal) to the date of withdrawal (weighted for time).
EXCEPTIONS: We are permitted to allow an early withdrawal and waive the above penalty if:  (1) any account owner dies or is declared incompetent, or  (2) this is an I.R.A. or Keogh account and you are at least 59 ½ years of age or disabled at the time of the withdrawal request, or  (3) this is an I.R.A. or Keogh account and the request for withdrawal is made within seven days of establishing the account. (The penalty in such case will be all interest earned on the amount withdrawn.)  Depositor's  Acknowledgment of Receipt  Date  Date  Date  O BANKERS SYSTEMS, INC., 1983 ST. CLOUD, MN 56301 (1-800-397-2341) FORM DPN 12/15/88	the simple interest rate in effect at the time the withdrawal is permitted.  Minimum Balance Acceuett: For any time deposit account (fixed or variable rate) which requires a minimum initial deposit or a minimum balance, we reserve the right to treat any withdrawal which would reduce the balance remaining in the account below such minimum as a withdrawal of the entire account balance, and calculate the amount of the penalty accordingly. This right is in addition to any other conditions stated in the deposit agreement.  D. L. EVANS BANK  2281 Overland Ave.  BURLEY, ID 83318  (208) 678-6000

ORGANIZATION TO EN AN ACCOUNT
NON PROFIT [ ] (CHECK ONE BOX) PROFIT [X] TAX #
TO D. L. EVANS BANK CITY
Branch Date
AT A REGULAR MEETING OF THE State of 11th Division of feel. Due & Mining
HELD ON THE DAY OF, 19 100 AT WHICH A QUOR
WAS PRESENT, THE FOLLOWING OFFICERS WERE DULY ELECTED FOR THE ENSUING YEAR A
UNTIL THEIR SUCCESSORS SHALL BE ELECTED.
UNITH THEIR BUCCESSORS SHAHL BE BENCIED.
THE PARTY OF THE P
NAME TITLE SPECIMEN SIGNATURE  SPECIMEN SIGNATURE  Director, Oil, Gas & Mining Source & Breek
Moult Brayton Director, Oil, Gas & Mining Jowell & Brent
UNDER THE RULES OF THE ANY FUN
DEPOSITED TO ITS CREDIT WITH THE D. L. EVANS BANK MAY BE WITHDRAWN BY ONE [
(CHECK ONE BOX) TWO [ ] OF THE ABOVE SIGNERS WHO ARE AUTHORIZED TO ENDORSE AND SI
CHECKS, DRAFTS, AND ORDERS FOR THE PAYMENT OF MONEY, IN ACCORDANCE WITH SIGNATURE
CARDS ACCOMPANYING THIS AUTHORIZATION.
THIS RESOLUTION SHALL CONTINUE TO HAVE EFFECT UNTIL EXPRESS WRITTEN NOT
OF ITS RESCISSION OR MODIFICATION HAS BEEN RECEIVED BY THIS FINANCIAL INSTITUTION
SECRETARY
APPROVED
TO BE SIGNED BY RETIRING OFFICERS
TO BE SIGNED BY RETIRING OFFICERS